

UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

The Cincinnati Insurance Company,

Plaintiff,

vs.

Fullview Construction, Inc.,
Curtis Mike Weatherford,
Sherry Weatherford, and
Larry Hanna,

Defendants.

ORDER FOR DEFAULT JUDGMENT
Civil Action No. 4:10-02840-RBH

A review of the Court's file indicates that the Summons and Complaint in this action were duly served upon the Defendants, Fullview Construction, Inc.; Curtis Mike Weatherford; and Sherry Weatherford on November 8, 2010.¹ An Affidavit of Service indicating such was filed with the Clerk on November 10, 2010. Said Defendants have failed to plead or otherwise appear in this action. The Clerk entered default on March 3, 2011. Plaintiff has now filed a Motion for Default Judgment as to the above-named defendants (Docket Entry # 31).

The Court finds there is no need for an evidentiary hearing and that a decision is properly reached on the basis of the uncontested pleadings and affidavit submitted. *See* Fed. R. Civ. P. 55(b)(2) ("The Court may conduct hearings . . . when, to enter or effectuate judgment, it needs to:

¹ Plaintiff has dismissed its claims against the other defendant, Larry Hanna, with prejudice as shown by Notice of Stipulation of Voluntary Dismissal (Docket Entry # 30). Counsel for Mr. Hanna has confirmed to chambers that the Stipulation was also intended to cover the counterclaim by Mr. Hanna against the plaintiff, and that counterclaim is accordingly dismissed with prejudice.

(A) conduct an accounting; (B) determine the amount of damages; (c) establish the truth of any allegation by evidence; or (D) investigate any other matter.”); *Anderson v. Foundation for Advancement, Educ. and Employment of American Indians*, 155 F.3d 500, 507 (4th Cir. 1998) (“We do, of course, recognize that in some circumstances a district court entering a default judgment may award damages ascertainable from the pleadings without holding a hearing.”); *JTH Tax, Inc. v. Smith*, 2006 WL 1982762 at *2 (E.D. Va. 2006) (“If the defendant does not contest the amount pleaded in the complaint and the claim is for a sum that is certain or easily computable, the judgment can be entered for that amount without further hearing.”) The Court has reviewed the Plaintiff’s submissions, and has determined that they provide a reasonable basis upon which to rest an award of damages that is easily computable, as set forth in detail in the pleadings and motion filed with the Court.

Based on the pleadings, motion, affidavits, and other supporting documentation filed with and reviewed by the Court, it is hereby

ORDERED AND ADJUDGED that The Cincinnati Insurance Company., the Plaintiff, does recover jointly and severally of **Fullview Construction, Inc.; Curtis Mike Weatherford; and Sherry Weatherford**, the sum of **\$88,056.37**, as set forth in detail in the motion, affidavit, and Complaint.

The Court orders that judgment by default be entered jointly and severally against the defendants, Fullview Construction, Inc.; Curtis Mike Weatherford; and Sherry Weatherford, as set forth above.

AND IT IS SO ORDERED.

Dated: June 29, 2011

s/ R. Bryan Harwell
R. BRYAN HARWELL
United States District Judge